plaintiff has a property right in the services of his wife, which has been damaged by the act of the defendant. *Booth* v. *Manchester St. Ry. Co.*, 73 N. H. 529, 63 Atl. 578; *Blaechinska* v. *Howard Mission*, 130 N. Y. 497, 29 N. E. 755. The defendant intended to harm the plaintiff's wife, and the result is no less intentional because the harm is of a different variety from that expected. Therefore the plaintiff's damage, being a certain result of such harm to his wife, is an intentional consequence of the defendant's act. *State* v. *Patterson*, 116 Mo. 505, 22 S. W. 696. But when the injury is caused through the medium of loss of reputation in the community the technicalities of libel and slander limit the recoverable consequences of defamatory words. When the defendant's words are defamatory and not actionable *per se*, physical damage of the person libeled has been held a too remote consequence to be compensated. *Allsop* v. *Allsop*, 5 H. & N. 534. Yet the same damage has been held proximate and the common tests of causation applied when the words were actionable *per se*. *Burt* v. *McBain*, 29 Mich. 260; *Van Ingen* v. *Star Co.*, 1 App. Div. 429, aff'd 157 N. Y. 695, 51 N. E. 1094. Accordingly a result different from that of the principal case has been reached in a similar action where the words spoken were not actionable *per se*. *Terwilliger* v. *Wands*, 17 N. Y. 54. Otherwise the husband would recover where the wife herself is barred. But in the principal case, the technical objections being absent, the defendant is properly liable.

HUSBAND AND WIFE — RIGHTS OF WIFE AS TO THIRD PARTIES — ACTION FOR LOSS OF CONSORTIUM. — The defendant sold morphine to the plaintiff's husband, in spite of her repeated protests, until by its use he became mentally unbalanced. *Held*, that the wife may recover for loss of *consortium*. *Flandermeyer* v. *Cooper*, 98 N. E. 102 (Oh.). See NOTES, p. 74.

The defendant by his negligence injured the plaintiff's husband. *Held*, that the wife may not recover for loss of *consortium*. *Brown* v. *Kistleman*, 98 N. E. 631 (Ind.). See NOTES, p. 74.

INJUNCTIONS — ACTS RESTRAINED — INFRINGEMENT OF PATENT BY PUBLIC OFFICERS. — The complainant filed a bill to restrain county commissioners from using, in a courthouse, a ventilating device which infringed on his patent. *Held*, that the injunction should be granted. *McCreery Engineering Co.* v. *Massachusetts Fan Co.*, 195 Fed. 498 (C. C. A., First Circ.).

This decision reverses that of the circuit court. See 24 HARV. L. REV. 155.

INSURANCE — AMOUNT OF RECOVERY — PRO RATA CLAUSE: OPERATION IN POLICIES NOT COEXTENSIVE. — Each of two policies of insurance on two distinct houses stipulated that the defendant should not be liable for a greater proportion of the loss than the amount for which the defendant insured the house in each case bore to the whole insurance thereon. A third policy issued by another company insured the two houses as one. *Held*, that the blanket policy should be regarded as insuring to its entire amount the house insured by one policy and as insuring to the entire amount remaining after deducting the amount paid on the first house, the house covered by the second policy. *Grollimund* v. *Germania Fire Ins. Co.*, 83 Atl. 1108 (N. J.). See NOTES, p. 80.

INTERSTATE COMMERCE — CONTROL BY STATE — STATUTE REQUIRING CONVICT-MADE GOODS TO BE LABELED. — A statute required that all goods made by convict labor should be labeled as such before being exposed for sale. *Held*, that the statute is unconstitutional. *In re Opinion of the Justices*, 98 N. E. 334 (Mass.). See NOTES, p. 78.

LIBEL AND SLANDER — PRIVILEGED COMMUNICATIONS — PUBLICATION OF OFFICIAL OPINION OF ATTORNEY GENERAL. — The Attorney General's official opinion that the owners of a race track were guilty of a felony, through the

violation of a race track statute, was quoted by the defendant newspaper. *Held*, that the report is qualifiedly privileged. *Tilles* v. *Pulitzer Pub. Co.*, 145 S. W. 1143 (Mo.).

A qualified privilege obtains in reports of proceedings in courts of justice or in executive or legislative bodies. See ODGERS, LIBEL AND SLANDER, 4 ed., 291, 308. Such immunity has been allowed in England to the report of proceedings of a medical investigating committee appointed under a statute. *Allbutt* v. *General Council*, 23 Q. B. D. 400. But this protection was refused in America to a report of a city council meeting to discuss a charter amendment. *Buckstaff* v. *Hicks*, 94 Wis. 34, 68 N. W. 403. The privilege rests upon the right of the public to know what goes on in a court of justice, the public advantage from consequent detection of crime, and the private interest of the accused in having the case fairly published. See BOWER, CODE OF ACTIONABLE DEFAMATION, 406. The extension to legislative and executive meetings rests on the applicability of the first of these reasons. See *Wason* v. *Walter*, L. R. 4 Q. B. 73, 89, 93. The principal case bases its decision on the same ground; but the public interest here seems scarcely more than a curiosity on the part of gamblers as to the illegality of their conduct, and our system of jurisprudence attempts no protection of delinquents ignorant of the law. *In the Matter of Barronet*, 1 E. & B. 1. The kind of general interest usually considered in granting immunity involves the existence of a moral or public duty of a very different nature. See ODGERS, LIBEL AND SLANDER, 4 ed., 249. The principal case extends a rule to circumstances where the reasons for the rule do not exist.

LIFE ESTATES — TRUST FUNDS — APPORTIONMENT OF STOCK DIVIDENDS BETWEEN LIFE TENANT AND REMAINDERMEN. — Stock in a corporation was bequeathed in trust for certain persons for life with remainder over to others. Funds earned by the corporation after the death of the testator were used to increase the plant. A stock dividend representing the amount of the increase was issued during the life tenant's term. *Held*, that such dividend shall become part of the principal of the trust. *Bryan* v. *Aikin*, 82 Atl. 817 (Del). See NOTES, p. 77.

MORTGAGES — LIMITATION OF ACTIONS — REVIVING OF MORTGAGE BY GRANTEE WITHOUT REVIVING DEBT. — Certain land was mortgaged as security for a promissory note. The mortgagor's grantee took the land subject to the mortgage but did not assume liability upon the note. After the Statute of Limitations had run against both note and mortgage, the grantee promised to pay off the mortgage. *Held*, that the grantee's promise revives the mortgage. *Fitzgerald* v. *Flanagan*, 135 N. W. 738 (Ia.).

At common law, where a mortgage created an estate, the mortgage could be foreclosed after the debt it secured was barred. *Colton* v. *Depew*, 60 N. J. Eq. 454, 46 Atl. 728; *Northrop* v. *Chase*, 76 Conn. 146, 56 Atl. 518. But by statute in Iowa a mortgage invests no title in the mortgagee, its only effect being to create a lien incident to the debt it secures. IOWA CODE, 1897, § 2922. And the life of the lien is determined by the life of this debt. *Clinton County* v. *Cox*, 37 Ia. 570; *Jenks* v. *Shaw*, 99 Ia. 604, 68 N. W. 900. For this reason it might be argued that the result of the principal case is incongruous. Had the grantee in the principal case assumed liability on the promissory note, clearly his promise would revive the debt and its accessory, the mortgage. *Daniels* v. *Johnson*, 129 Cal. 415, 61 Pac. 1107. But here the note cannot be revived by the grantee, for he never assumed liability upon it. *Moore* v. *Olive*, 114 Ia. 650, 87 N. W. 720. The Statute of Limitations bars recovery upon the debt but does not extinguish it. *Smith* v. *Washington City, etc. R. Co.*, 33 Gratt. (Va.) 617; *Pratt* v. *Huggins*, 29 Barb. (N. Y.) 277. Since the debt exists it seems reasonable to hold that the bar to foreclosing the mortgage may be waived although